



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1715-1741 Eglinton Avenue West Inc. v Morgan, 2022 ONLTB 11274

Date: 2022-11-08

File Number: LTB-L-004524-22

In the matter of: Upper Level, 1729 Eglinton Ave W
Toronto ON M6E2H4

Between: 1715-1741 Eglinton Avenue West Inc. Landlord

And

Tasandra Morgan Tenant

1715-1741 Eglinton Avenue West Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tasandra Morgan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on August 2, 2022.

Landlord's Representative, Mark Ciobotaru; Malka Averbuh and Aria Kalifo, Agents for the Landlord and the Tenant attended the hearing.

Preliminary Issue:

At the hearing the Tenant told the Board that she does not live at 1729 Eglinton Ave W, she lives at 1727 Eglinton Ave W. The Landlord submitted into evidence the lease agreement, text message communication between the Landlord and the Tenant for the purposes of the Tenant getting Tenant insurance, as well as the actual Tenant insurance certificate provided to the Landlord from the Tenant all which indicate the rental address as 1729 Eglinton Ave W. Although the Tenant submitted mail documents to the Board that she has received with the address 1727 Eglinton Ave W, I believe it is reasonable to believe that the Tenant could have made an error when providing her address to outside organizations. Given the oral testimony of the Landlord and the evidence provided I find that on a balance of probability the rental address at 1729 Eglinton Ave. W is the correct address for the rental property.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to August 31, 2022 are \$22,500.00.
7. The Landlord is entitled to \$15.00 to reimburse the Landlord for administration charges and \$60.00 for bank fees the Landlord incurred as a result of 3 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The Landlord's Agent told the Board that the Tenant paid first months rent, and then no further payments were made.
11. The Tenant submitted that she left cash in the mailbox on four or five occasions but did not provide any evidence to the Board in the way of bank statements showing withdrawals of cash, or communication with the Landlord to show that this was an agreed method of paying her rent. The Landlord's Agent submitted that they never received any cash payments from the Tenant and that they have a strict policy with respect to rent payments. He added that they never directed the Tenant to leave cash in the mailbox and no payments were ever received.
12. The Tenant told the Board that she has five children and was not working as of the date of the hearing.
13. The Tenant indicated at the hearing that she had intentions of moving out and that she had found a new rental property for her and her children. Given the date this order is being issued the Tenant has had the benefit of additional time.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$30,261.00 if the payment is made on or before November 19, 2022. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent

that became due after November 19, 2022 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before November 19, 2022**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$20,425.38. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting August 3, 2022 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before November 19, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 20, 2022 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 19, 2022, then starting November 20, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after November 20, 2022.

November 8, 2022
Date Issued

 Natalie James
 Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
 Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on May 20, 2023 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 19, 2022

Rent Owing To November 30, 2022	\$30,000.00
Application Filing Fee	\$186.00
NSF Charges	\$75.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$
Total the Tenant must pay to continue the tenancy	\$30,261.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$20,164.37
Application Filing Fee	\$186.00
NSF Charges	\$75.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$
Total amount owing to the Landlord	\$20,425.38
Plus daily compensation owing for each day of occupation starting August 3, 2022	\$82.19 (per day)

